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TA/4667

# AGREEMENT

Between

BYRON-BERGEN CENTRAL SCHOOL  
DISTRICT

and the

BYRON-BERGEN FACULTY  
ASSOCIATION



July 1, 2003 to June 30, 2008

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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## **ARTICLE 1 – PREAMBLE**

- 101 This Agreement made and entered into between the Byron-Bergen Central School District (hereinafter referred to as the “District”) and the Byron-Bergen Faculty Association (hereinafter referred to as the “Association”).
- 102 Whereas, it is the intent and purpose of the parties hereto that this Agreement shall foster, promote and improve the relationship between the District and its employees and set forth herein an Agreement covering wages, hours, working conditions and other conditions of employment to be carried out, observed and performed by the parties hereto:
- 103 Now, therefore, in consideration of the covenants, agreements, understandings, terms and conditions herein contained and in consideration of other good and valuable considerations, it is hereby mutually agreed by the parties hereto as follows:

## **ARTICLE 2 – RECOGNITION**

- 201 Pursuant to the New York State Employees Fair Employment Act, the District recognizes the Association as the exclusive collective negotiating representative of all regular full-time and part-time teachers, school psychologists, nurses and student assistance counselors employed by the District, excluding substitutes to be employed one-half (½) of a school year or less. All other fringe benefits and leaves shall be provided to all part-time unit members on a pro-rated basis. (Health insurance benefits are defined in Article 31.)

## **ARTICLE 3 – COMPLETE AGREEMENT**

- 301 The parties acknowledge that all of the agreements arrived at by the parties are set forth in this Agreement and that said Agreement may be altered, modified, added to or deleted from only by written amendment executed by the parties. This Agreement shall supersede any rules or regulations or practices which are contrary to or inconsistent with its terms.
- 302 The parties acknowledge that each had the unrestricted right and opportunity to make demands and proposals during the course of negotiations which resulted in the Agreement with respect to any subject or matter pertaining to wages, hours, or working conditions. The parties agree that all proposals to be considered have been discussed during negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, prior to December 2007, preceding the termination date of this agreement unless mutually agreed upon by the parties. However, if the District desires to change any terms or conditions of employment which have an impact on the bargaining unit, it will notify the Association in writing and the Association will have the right to negotiate with the District, provided it files a request with the District, within five (5) school days after receipt of the notices.

#### **ARTICLE 4 – NO STRIKE**

- 401 The Association and its members, individually and collectively agree that they will not sanction or cause to take place or take part in any strike or stoppage of work or any form of action which results in a delay of work during the term of this Agreement.

#### **ARTICLE 5 – SAVINGS CLAUSE**

- 501 If any provisions of this Agreement or any application of the Agreement to any unit member or group of unit members shall be found contrary to the law, then such provision or application shall not be deemed valid and in force except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### **ARTICLE 6 – LEGISLATIVE ACTION**

- 601 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE BODY HAS GIVEN APPROVAL.

#### **ARTICLE 7 – RIGHTS OF EMPLOYER**

- 701 The District retains the sole right to manage its business and services, to direct the employees of the District, to make all decisions and to take whatever action is deemed necessary in connection therewith, subject only to the provisions in the Agreement and provisions of law.

#### **ARTICLE 8 – RIGHTS OF EMPLOYEES**

- 801 Unit members have the right to join, or not to join, any organization for their professional or economic improvement, and membership in any organization shall not be required as a condition of employment.

#### **ARTICLE 8A – MEMBERS' VOICE**

- 801A The improvement of educational opportunities for all children at Byron-Bergen is of paramount concern to the Byron-Bergen Board of Education, administration and unit members. The unit members are encouraged to make suggestions based upon professional judgment and experience for the improvement of educational procedures. Where possible, unit members involved or affected by proposed changes in educational procedures will be consulted.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### **901 Statement of Policy**

901.1 In order to provide the best possible educational program for the Byron-Bergen Central School, and to establish harmonious and effective relationships among those working toward this goal, the purpose of these grievance procedures is to resolve satisfactorily, group or individual grievances which would tend to unsettle the effective functioning of the school system. All unit members of the Byron-Bergen Central School District are guaranteed the right to be heard and present their grievances in accordance with this plan with freedom from discrimination, restraint, interference or reprisal. Decisions shall be rendered judiciously and promptly.

### **902 Definitions and Principles**

902.1 A grievance is a complaint by an aggrieved party of an alleged violation of any of the terms and conditions of the Agreement between the District and the Association.

902.2 An “Aggrieved party” shall mean a unit member, group of unit members, or the Association.

902.3 All discussions shall be kept confidential during the procedural stage of the resolution of a grievance.

902.4 An employee who participates in this grievance procedure shall not be subject to discipline or reprisal because of such participation.

902.5 Administration and supervisory personnel have the responsibility to consider and take action promptly within authority delegated to them, on grievances presented to them.

### **903 General Procedure**

903.1 Each written grievance shall include the name and position of the aggrieved party, the specific Article and Section of this Agreement involved in the said grievance, the time and place where the alleged events or conditions constituting the grievance of the said events or conditions, if known, and a statement of the nature of the grievance and the redress sought by the aggrieved party.

903.2 Nothing contained in this Article shall be construed as limiting the right of any unit member allegedly having a grievance to discuss the matter informally with any appropriate member of the administration.

903.3 The aggrieved party may be represented at any step of the grievance procedure by a representative of his own choosing.

903.4 Except for the informal decisions at Stage I, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the unit member and the Association.

903.5 Grievances dealing with issues of a general nature which affect a group or class of unit members may be initiated in writing by the Association at the level of the grievance procedure where supervision is common to all members of the group. All members of the group alleged to be aggrieved must be identified.

903.6 The preparation and processing of grievances may be conducted during the school day provided that all persons involved are on unassigned time. Classroom and assigned duties shall not be interrupted.

903.7 The forms for implementing this procedure will be developed by the District and the Association, and shall be made available to members of the bargaining unit.

#### 904 Time Limits

904.1 Any alleged grievance shall be deemed waived, and shall not be entertained unless presented at the first available stage within seven (7) working days after the grievant knew or should have known of the act or condition on which the grievance is based.

904.2 If grievant fails to appeal an unsatisfactory disposition of his alleged grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.

904.3 Failure at any step of the grievance procedure to communicate a decision to the grievant within the time limits specified shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.

904.4 The time limits provided may be extended by mutual agreement in writing between the aggrieved party and the Superintendent of Schools.

#### 905 Grievance and Review

##### 905.1 Stage 1: Informal

905.11 A unit member having a grievance shall discuss the grievance with his Principal with the objective of resolving the matter informally.

905.12 Within five (5) school days after such discussion, the Principal shall give his answer to the grievant.



905.2 Stage 2:

905.21 If the grievance is not resolved informally, it shall be reduced to writing by the grievant on the agreed upon form and presented to the Principal within five (5) school days after the Principal has given his answer at the informal Stage 1.

905.22 Within five (5) school days thereafter, the Principal shall render a decision in writing and present it to the unit member, his representative, if any, and the Association.

905.3 Stage 3: Chief Officer

905.31 If the grievant is not satisfied with the written decision at the conclusion of Stage 2, and wishes to proceed further, the grievant shall, within seven (7) school days after the conclusion of Stage 2, present the grievance to the Chief Officer.

905.32 Within seven (7) school days after receipt of the appeal, the Chief Officer, or his duly appointed authorized representative, shall meet with the grievant, or his representative, and all other parties in interest.

905.33 The Chief Officer shall render a decision in writing to the grievant and his representative within five (5) school days after the conclusion of the meeting.

905.4 Stage 4: Arbitration

905.41 If the grievance is not resolved at Stage 3, and the Association determines that the alleged grievance is meritorious, then no later than fifteen (15) school days after the Chief Officer has rendered his decision at Stage 3 above, the Association shall submit a written notice to the Chief Officer of its intent to proceed to arbitration.

905.42 Simultaneously with the delivery of the written notice to the Chief Officer, a copy of that notice shall be mailed to the American Arbitration Association requesting that organization to submit a list of twelve (12) arbitrators.

905.43 The selected arbitrator will hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

905.44 The arbitrator shall have no power or authority to add to, subtract from, or modify any provisions of this Agreement, nor to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

905.45 The decision of the arbitrator shall be final and binding upon all parties. The cost of the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.

905.46 No arbitrator shall decide more than one (1) grievance on the same hearing except by mutual agreement in writing between the Association and the District.

#### **ARTICLE 10 – CONTRACT PRINTING**

1001 This contract will be printed in a manner and format that is most cost effective. The cost of such printing to be shared equally by the Faculty Association and the School District. Unit members will be permitted to retain their copies.

#### **ARTICLE 11 – WORK YEAR**

1101 The work year shall in no event exceed 185 working days. Two of these days shall be planned jointly by the Faculty Association and the District.

1102 The District reserves the right to reschedule the school calendar for cause, but shall not increase the number of working days set forth in paragraph 1 of this Article. The executive committee of the Faculty Association will be consulted on any changes in the calendar after the school year begins.

1103 There will be a one-day “wrap-up” for elementary and secondary teachers between the end of the first semester and the beginning of the second semester.

1104 Resource room teachers required by law to complete I.E.P.’s will be allowed a maximum of two (2) substitute days per year for this purpose.

1105 The nurses only will have 182 work days during the school year.

1105.1 In addition, each school nurse will be allowed two (2) paid summer days for the purpose of performing professional duties in preparation for the school year. For these summer days, the pay is computed at the rate of 1/182 of salary for each of these two (2) days.

#### **ARTICLE 12 – WORK DAY**

1201 The normal work day for unit members in the Elementary School shall begin at 8:30 a.m. and end at 3:45 p.m.

1202 The work day for Middle School-High School normally begins at 7:40 a.m. and ends at 2:55 p.m.

- 1202.1 If there is a need to slightly adjust (i.e. a time adjustment of from 5 to 10 minutes – for example, start at 7:35 a.m. and end at 2:50 p.m.) the beginning and ending work times of unit members, the Superintendent is to seek volunteers first for this time adjustment. If sufficient volunteers (i.e. no more than 10) are not found, the Superintendent will meet with the Association President and the Association President will help the Superintendent identify unit members who are to have their work schedule adjusted to meet the needs of the District on this issue. Generally, unit members will be given two (2) weeks advance notice of any such work schedule change.
- 1202.2 In those situations where a time adjustment has been made and where it is not possible for the unit member to leave work prior to the end of the regular work day, additional considerations for the unit member who has a time adjustment may be made such as an earlier release from work on another day of the work week. These additional considerations are to be made reasonably in advance by mutual agreement between the High School-Middle School Principal and the unit member.
- 1203 Occasional modifications to the schedule set forth in this Article may be required by the District.
- 1204 The District reserves the right to alter for cause, the schedule of the work day as set forth in this Article, after discussion with the Association; but in the event that alteration of the schedule is necessary, the work day shall not exceed the amount of time set forth in this Article.
- 1205 This Article is not intended to limit or preclude any additional time that may be necessary for teachers to satisfactorily prepare for or perform their duties; nor is it intended to preclude or limit time required to attend customary faculty meetings or meetings which are necessary.
- 1206 On Fridays, unit members in both the Middle-Senior High School and the Elementary School shall be free to leave school after the normal bus dismissal.
- 1207 Each unit member will be provided an agenda for faculty meetings one school day prior to the actual meeting time except in the case of emergency meetings.
- 1208 Middle and High School teachers shall have no more than seven (7) duty periods per week.
- 1209 First year teachers will only be assigned cafeteria duty when no other teachers are available.
- 1210 Breaks for School Nurses – Each full-time school nurse may take a 15-minute break during the first half of the workday and a 15-minute break during the second half of the workday.

### **ARTICLE 13 – PROFESSIONAL MEETINGS**

- 1301 With prior approval from the Building Principal, school nurses will be paid \$25 for each professional development meeting attended outside the normal work day.
- 1302 The school district will support flexible scheduling within a department or instructional team for the purpose of affording pertinent staff with an opportunity to attend a C.S.E. meeting. The C.S.E. chairperson will make every effort to schedule student cases at times that coincide with non-instructional periods.

Meetings that require a staff member to be in attendance for full or half day will be accommodated with a substitute unit member, provided a substitute unit member is available.

Substitutes will be scheduled by the C.S.E. chairperson.

### **ARTICLE 14 – FACULTY HANDBOOK**

- 1401 A Faculty Handbook shall be given to each unit member at the beginning of the school year for ready reference. A copy of high school and middle school master teacher schedules will be included in the handbook.
- 1402 The Faculty Association Executive Board will work with the Administration when a revision on a policy statement in the handbook is necessary.

### **ARTICLE 15 – WORK AREAS**

- 1501 Building Principals will work with the Faculty Association in arranging for the District to provide and maintain adequate work areas that will be appropriately lighted and equipped.
- 1502 Full-time staff members and part-time unit members who are classified as half-time or more and who do not have a permanent room assignment will be provided a desk and office space. Less than half-time unit members will share a desk and office with other similar part-time unit members.
- 1503 The District will provide two (2) telephones in each building (Elementary and Middle-Senior High School) for use by unit members. These telephones are to be in an area which provides privacy. No personal long distance calls shall be billed to the District.

### **ARTICLE 16 – EVALUATION OF UNIT MEMBERS**

- 1601 The Administration will conduct a systematic schedule for evaluation of teachers. Teachers will have a voice in the evaluation procedure. Teachers will have the opportunity to reply to the evaluation sheet and conference in writing, and same will be placed in his/her folder.

1601.1 The District, Association and faculty members will continue to cooperate in developing, training for and implementing the Annual Professional Performance Review Plan ("the Plan"). Any changes to the Plan will be developed by a standing committee made up of four (4) representatives appointed by the Association and four (4) representatives appointed by the Superintendent. The Superintendent or his/her designee and the Association President or his/her designee will co-chair the committee for a total of ten (10) members. Also, the purpose of the committee is to develop teacher evaluation instruments and related methodology and staff development courses for probationary teachers as a prerequisite for granting of tenure.

Before a vote is taken, each co-chairperson will caucus with their representatives and cast a vote on behalf of the majority of the members of that group. Any agreements reached by this committee will be set forth in a written document signed by the Superintendent and the President of the Association and will be binding on the District and Association.

- 1602 It will be the responsibility of the administration to carry on a continuous program of supervision and evaluation. It may be aided in this task by the Department Coordinator in the subject matter through verbal comment. Any teacher who wishes help in any phase of his work should feel free to speak to the Principal, the Coordinators or any other faculty member. Classroom observation will be an important part of the total process of supervision and evaluation.
- 1603 Observations may either be pre-arranged or unannounced, but in either case, shall be done with full knowledge of the teacher and shall be used only by the District for evaluative purpose, unless the teacher and Superintendent agree otherwise. Teachers are also encouraged to invite the Principal or the Department Coordinator in to observe a particular class.
- 1604 Following an observation, a conference will be held in which all phases of a teacher's work are discussed. These conversations should be candid and professional in nature and should include the supervisor's view of problem areas in the teacher's work. If there are serious questions about a teacher's performance and he/she is in danger of not being re-appointed, he/she should be apprised of the weakness and be given suggestions for remedying it.
- 1605 In the evaluation of Probationary teachers by the administration, three observations shall occur as follows: fall (September, October & November), winter (December and January), and spring (February, March & April). As long as this calendar is adhered to, the administration will be allowed to conduct as many observations of a teacher as it feels are necessary. When a teacher's performance is questioned, and he/she is in danger of not being re-appointed, the teacher will be notified soon enough that the teacher has time to improve. "Soon enough" shall mean not immediately prior to decision on dismissal. The teacher will be given a reasonable timetable for improvement. Additionally, during the first two (2) years of probation, the Administration may confer with the Department Coordinator regarding subject matter.

- 1606 A written report on the observation and the conference will be given to the teacher and a copy will be placed in his personnel file, along with the teacher's acknowledgment that he has received the report. Copies will also be given to the Superintendent of Schools and Department Coordinators. Should a teacher wish to respond in writing to the report, this too will be placed in his file.
- 1607 The Superintendent, before preparing his recommendation to grant or withhold tenure for a probationary teacher, may wish to confer with the Department Chairman about subject matter concerning the retention of a non-tenured teacher.
- 1608 There will be no section in the faculty handbook explaining or dealing with evaluation of teachers unless it agrees with these contract terms.
- 1609 During the life of this contract, the District will continue to support a mentor program. The program will be administered by the Mentor Steering Committee consisting of four (4) faculty members appointed by the president of the Association and four (4) administrators. The Superintendent of Schools will chair the group. In addition to the salaries and fringe benefits for mentors (listed in another portion of this contract), a minimum of \$3,750 will be budgeted each year of the contract for additional expenses of the program.
- 1610 Each full-time school nurse is to be evaluated once each work year by the appropriate Building Principal or administrator. This evaluation is to be written in narrative form with a notation at the end thereof on whether or not the school nurse is to receive a merit stipend of \$500 for that year. This merit stipend is based on attaining an excellent evaluation and will be received at the end of the school year.

#### **ARTICLE 17 – PROBATIONARY PERIOD AND ACQUIRING TENURE**

- 1701 The probationary period for all teachers shall be three (3) school years unless otherwise specified by law. All teachers who will not be granted tenure in the system shall be notified by the Superintendent not later than sixty (60) days prior to the expiration of their probationary period.
- 1702 In order to be eligible for permanent appointments, all teachers may be required to have a complete physical examination prior to permanent appointment. This examination must be made during the last year of the probationary period and will be performed by a physician and/or any other professional person or persons designated by the District. All cost incurred in connection with this examination will be a legal charge against the District.

## **ARTICLE 18 – DISMISSAL**

(In Sections 1801 through 1804, “unit member” includes all members of the Byron-Bergen Faculty Association who are certified under the Education Law.)

- 1801 In the event that the District is considering the dismissal of a unit member for incompetence or failure to perform at a level of competency acceptable to the District, or is considering not granting tenure to a probationary unit member, it will provide at least one (1) written warning prior to making a determination as to whether the unit member should be dismissed, except where an act of incompetence or failure to perform at an acceptable level occurs in the last sixty (60) days of the school year, in which case a written warning will be given to the unit member if practicable.
- 1802 If within five (5) school days after such a warning, the unit member requests a conference, one will be held among the Building Principal, an additional representative of the District, the unit member, and an Association representative.
- 1803 If the District determines that the unit member should be dismissed or not recommended for tenure, the unit member will be given written notice at least thirty (30) days prior to the meeting at which the Board of Education is to consider the recommendation.
- 1804 A unit member in his eligibility year for tenure with the District who is notified of the District’s intent to recommend dismissal, may request within two (2) weeks of such notification and be granted not sooner than the fourth week after such request, a hearing before the Board of Education, or a committee thereof, to determine that the recommendation to terminate services is for cause. Such hearing shall be held prior to the time the Board of Education takes action on such recommendation.
- 1805 Unit members in the Classified Civil Service who have successfully completed the probationary period are to be granted those rights under Section 75 of the Civil Service Law in instances when discipline or discharge is charged.

## **ARTICLE 19 – PERSONNEL FILE**

- 1901 Upon request of a unit member at reasonable times, a unit member shall be allowed to view in the presence of the Superintendent, or his/her designee, any material in his/her personnel file except confidential references or placement materials from colleges or universities.
- 1902 No material, except confidential references or placement materials from college or universities, derogatory to the unit member’s conduct, services, character or personality shall be placed in his/her personnel file unless such unit member has been notified of its existence and has had the opportunity to review the material.
- 1903 The unit member shall have the right to attach a rebuttal to any derogatory material placed in the file.

## **ARTICLE 20 – TEACHER LOAD AND CLASS LOAD**

- 2001 Each unit member shall receive no less than a 30 minute duty-free lunch period each day.

- 2002 Each teacher will have a maximum of five (5) teaching classes and at least one planning period each day which shall, on a weekly basis, equal no less than 200 minutes. No teacher will have a sixth class unless the teacher and Faculty Association agree to it.
- 2003 In order to achieve the best education for every student of Byron-Bergen Central and best working conditions for the faculty of Byron-Bergen, the following goals for teaching and class load are proposed.
- 2003.1 The administration in consultation with team leaders, department coordinators and/or faculty personnel shall equalize the teaching load of all employees within the limits of personnel certification and the yearly schedule of classes.
- 2003.2 The Association and the Board of Education agree that overcrowded classrooms and disproportionate mainstreaming of students in a classroom has a negative effect on the quality of the education program. The parties agree that efforts to alleviate the aforementioned problems should have a positive effect on student morale and ability to participate and the quality of instruction.
- 2003.3 In equalizing the teaching load, students with special needs (Committee on Special Education) will carry additional weighting for class load purposes.

2003.4 Grades 7-12

- 2003.41 A maximum of 27 pupils per class.
- 2003.42 This equalization should have as its goal, equal class loads and no more than three (3) different preparations (except for those departments where prior agreement has been reached with a specific teacher).
- 2003.43 The daily teaching load will not be more than 150 pupils per teacher. The English Department goal will be to keep as near 100 pupils as possible. However, teachers may voluntarily accept independent study students for subjects not offered in regular courses.

2003.5 Grades K-6

- 2003.51 A maximum of 27 pupils per teacher.
- 2003.52 Teachers, including special teachers, will have a minimum of one 30 minute preparation period during the normal course of the school day.

**ARTICLE 21 – TEACHER ASSIGNMENT**

- 2101 Each teacher shall be informed of his next year's teaching responsibilities and location before the close of school in June. If it becomes necessary to alter this assignment due to unforeseen events, the teacher involved shall be notified at the earliest convenient time.



- 2102 Whenever possible, all job openings in the bargaining unit will be posted in the weekly bulletin. The time limit for application as determined by the administration will appear with the announcement.

## **ARTICLE 22 – LAYOFF AND RECALL**

- 2201 In the event of a reduction in staff, layoffs will be made in reverse order of seniority in the tenure area of the position to be abolished, consistent with New York State Education Law. Unit members certified under education law will be recalled in order of seniority consistent with New York State Education Law.

- 2202 Any unit member certified under education law who is laid off because of a reduction in staff will be placed at the top of the substitute list and called to sub in order of seniority for a position for which he/she is qualified.

2203 **Classified Civil Service Unit Members**

2203.1 For Competitive Class Civil Service members, layoff and recall are to be conducted in accordance with the New York State Civil Service Law and the Rules of the Local Commission.

2203.2 For Non-Competitive Civil Service members, in the event of abolition of position(s), layoffs will occur in inverse order of seniority. Seniority is defined as continuous uninterrupted full-time service to the District. If a layoff of a non-competitive position occurs, the person will be placed on a recall roster for a period of four (4) years from the effective date of layoff.

## **ARTICLE 23 – TEACHER AIDES**

- 2301 Teacher aides shall not perform instructional duties of certified personnel unless under direct supervision of certified personnel.

## **ARTICLE 24 – SUBSTITUTES**

- 2401 The District will, whenever possible, hire certified or licensed substitutes as appropriate for any unit member.
- 2402 Reliable and qualified student teachers may be utilized when permitted by the sponsor teacher and building administrator.
- 2403 The District will give the Faculty Association a copy of the substitute list for its evaluation in the fall and again in January.

## **ARTICLE 25 – LEAVE WITH PAY**

### **2501 Personal Illness, Family Illness and Personal Business**

2501.1 Each unit member shall be allowed fifteen (15) days leave with full pay during any school year to cover personal illness, family illness and personal business (personal business shall exclude vacations and recreational activities). Such leave shall be cumulative in whole or in part to the extent of 200 days.

2501.2 Leave with pay may not be taken on days immediately preceding or following holidays or vacation periods for the purpose of lengthening the vacation. Leave with pay may not be taken when the employee retires from service, resigns from service, or is on a granted leave of absence.

#### **2501.3 Sick Leave Options**

Prior to exercising any of the following options, the school district may require medical certification of illness.

Sick Bank members may make applications to borrow days from the Sick Bank.

2501.33 In addition to the leave with full pay, as described above, 30 days will be allowed during which time the teacher will be paid the difference between a substitute's salary and the regular salary of the teacher. Such days shall not be cumulative.

2501.34 Additional sick leave is available to any teacher. In the case of protracted illness requiring home confinement or hospitalization that exhausts a teacher's accumulated sick leave, the Board of Education may grant additional sick leave. The granting of these additional days will be determined with reference to the individual's sick leave record and the nature of the circumstances.

2501.35 Teachers employed during the summer months shall accrue paid leave at the rate of one (1) day per month worked.

### **2502 Sick Leave Bank**

2502.1 The administration will cooperate in the establishment of a leave bank. Days for this bank will be donated voluntarily by unit members, and the Faculty Association will administer the program.

2502.2 Days will be contributed voluntarily by unit members by May 15 of each school year for the following school year. Each unit member may contribute as many as three (3) days per year unless he/she has accumulated two hundred (200) or more days leave with pay. In this event, he/she may contribute up to a maximum of five (5) days per year. The maximum contribution by employees with two hundred (200) or more accumulated days during any school year shall be thirty-five (35) days.

2503 Bereavement Leave

2503.1 Each unit member shall be allowed to request up to four (4) days with full pay during any school year to cover death in the immediate family. Immediate family shall be defined as father, mother, step-father, step-mother, current spouse, brother, sister, child, step-child, current father-in-law, current mother-in-law, grandparents and, at the discretion of the Superintendent, other persons with whom the unit member has developed an immediate family-like relationship due to current or past relationships.

2504 Jury Duty

2504.1 Any employee called for jury duty and/or required to serve on a jury, or to be a witness under a subpoena shall be allowed his full pay as an employee of the District for a total of up to ten (10) school days per year, except in a case where an individual on his initial tour of jury duty is held over for a court proceeding beyond the ten (10) day limit.

2504.2 No deduction from pay or benefits will be made as a result of a member being absent for jury duty.

2504.3 An employee who is excused from jury duty before or during the work day shall be required to return to work as long as he/she can report at least three (3) hours prior to the end of his/her scheduled work day.

2505 Sabbatical Leave

2505.1 A unit member, upon completion of seven (7) consecutive years of service in the system, may file a request for sabbatical leave in order to further his/her education.

2505.2 The Board of Education will determine each year the number of sabbatical leaves to be granted. District finances may preclude the granting of any sabbatical leaves in a given year.

2505.3 The Board of Education will announce the availability of any sabbatical leaves by the first week in January. Applications are to be submitted to the Board of Education by February 1<sup>st</sup> of the preceding school year for which the sabbatical is required. A committee consisting of the Board (or a committee thereof), administration and one (1) unit member, (selected by the Association) shall hear an oral defense of each written request in a closed session. This committee will discuss the merits of each proposal submitted and make a final determination no later than March 31<sup>st</sup>. Notification of any action taken by the committee on each request will be made following such action.

2505.4 A unit member granted such leave will be expected to return to Byron-Bergen for a period of one (1) year or more. Should the employee fail to return or resign prior to completion of such one-year period, the employee shall refund to the District the same proportion of the salary paid during the leave of absence. The Board of Education will determine what adjustments for retirement deductions, social security contributions, or income tax deductions would be in order. Every effort shall be made to utilize the talents gained by the individual during his sabbatical leave.

## **ARTICLE 26 – LEAVE WITHOUT PAY**

### **2601 Parental Leave**

2601.1 Upon request, any unit member who becomes pregnant or adopts an infant (a child less than two (2) years old), shall be granted a leave of absence without pay for a period not to exceed two (2) years. A male teacher upon request shall be granted a leave of absence without pay for a period not to exceed two (2) years to commence upon the adoption of a child or after his spouse gives birth. The purpose of such leave shall be for child rearing.

2601.2 At least four (4) months prior to the intended commencement of such leave, the unit member shall submit to the Building Principal a written statement indicating the date on which the unit member wishes the leave to commence and the date on which the unit member intends to return from said leave. The commencement date shall be mutually agreed between the unit member and the Building Principal.

In the event that a unit member adopts a child, the unit member shall submit a written statement indicating the date on which the unit member wishes the leave to commence, within a reasonable amount of time, and the date on which a unit member wishes to return from said leave. The commencement date will be mutually agreed upon by the unit member and the Building Principal.

2601.3 If the District has reason to believe that the unit member is physically incapable of performing normal duties either before such leave commences or upon return from such leave, the District may require a physician's statement that in the physician's opinion the unit member is physically capable of performing such duties.

2601.4 The unit member shall notify the Superintendent in writing at least sixty (60) calendar days prior to the termination date of the unit member's leave whether the unit member intends to resume employment in the District. Such resumption of duties may occur only at the beginning of a school semester. However, when unusual and unforeseen circumstances occur, such as the death of a child, cancellation of adoption, or loss of spouse's income, a unit member may resume his/her duties within the District with sixty (60) days notice.

2601.5 The duration of any such leave of absence, including any mutually agreed upon extension, shall not be credited for advancement for purposes of seniority, compensation, accrual of leave or other benefits, nor toward completion of the probationary period.

2601.6 Provided the unit member reports for duty at the end of the leave period, the unit member shall be entitled to the same tenure or non-tenure status held as of the commencement of said leave. If possible, efforts will be made to reinstate the person returning from leave in his or her previous assignment.

2601.7 Unpaid leave days for school nurses hired prior to October 8, 1998 will follow the provisions listed below. Nurses hired after October 8, 1998 will not have access to the following agreement.

1. Leave days without pay may be requested to the Building Principal and will not be unduly withheld. A written request for unpaid leave days must be submitted to the Building Principal no less than four (4) weeks prior to the requested leave.
2. The number of unpaid leave days shall not exceed five (5) days in any one year, and shall be limited to one (1) event per year.
3. The nurse shall arrange for substitute coverage and shall so notify the Building Principal.
4. Salary deduction shall be on a 1/182 pro-rata basis.

#### **ARTICLE 27 – OTHER LEAVES**

2701 The Board of Education may grant leaves of absence for any of the following reasons:

2701.1 Projects that have been approved because of education value.

2701.2 Exchange Positions

2701.21 The time of leave of absence shall be determined by the Board of Education and is not to exceed two (2) years. The teachers must be on tenure before making request for leave of absence for educational projects or exchange teaching positions.

2701.22 All requests shall be made in writing to the Board of Education and shall set forth reasons for such leave, and also the time deemed necessary.

2702 Visitation days may be granted by the Superintendent for the examination of areas of educational value.

2703 The Association will be allowed to send a representative of the Association to the NYSUT Representative Assembly meeting. This person will not be forced to use allowable leave days to attend.

2704 In the case of the Board of Education requesting absence from duty for some purpose the Board deems beneficial to the professional or educational standards of the school system, such absence will involve no deduction in salary.

## **ARTICLE 28 – CONFERENCE DAYS**

- 2801 A committee consisting of three (3) persons appointed by the Association President and three (3) persons appointed by the Superintendent (excluding the Superintendent) shall be responsible for considering applications of unit members wishing to attend professional conferences. Applications from unit members should be forwarded to the committee for consideration by October 1 of each school year, but in no case any later than five (5) working days before the conference. The committee shall consider each application on the basis of opportunity for professional growth in his/her position at Byron-Bergen.
- 2802 The committee shall forward its recommendations to the Superintendent for final approval, which shall not be denied without good cause. The decision of the Superintendent, along with the reasons, shall be forwarded to all committee members. The reason(s) may not be the cost of a substitute.
- 2803 When money has been appropriated by the Board of Education for conference attendance by unit members, the Superintendent or his/her designee shall determine the amount (\$0-\$250) a staff member is to be reimbursed for transportation and other necessary expenses directly incurred as the result of attendance at an approved conference. The Board of Education shall have the sole authority in regard to determining reimbursement requests which exceed \$250.00. If two or more unit members are approved to attend the same conference, money for necessary expenses, if approved, will be divided equally among those attending the conference.
- 2804 Leave days shall not be lost for attendance at approved conferences.
- 2805 The District will pay for the cost of a substitute whenever a unit member's request for a conference is approved.
- 2806 Board of Education approval will be required for unit members who wish to take more than three (3) conference days per year.

## **ARTICLE 29 – PAYROLL SCHEDULE**

- 2901 Salaries of employees who are employed on a ten (10) month basis (September – June) will be paid in twenty-one (21) equal payments. When feasible, the first payments shall be on the second Thursday of school in September and successive payments where feasible, shall be on every second Thursday thereafter.
- 2902 Unit members employed on a ten (10) month program basis will have the opportunity to elect the twenty-five (25) payment plan.
- 2903 The payroll schedule for the school year will be given to the president of the Association for comment before distribution to unit members at the opening of school in September.

## **ARTICLE 30 – PAYROLL DEDUCTIONS**

### **3001 Miscellaneous Deductions**

3001.1 Each unit member shall be entitled to payroll deductions for the annuity program, professional dues, retirement plan, repayment of retirement loans and payments to the credit union. Such deductions shall continue throughout the school year and be payable in equal biweekly amounts.

### **3002 Tax Sheltered Annuities**

3002.1 Unit members may participate in a tax sheltered annuities program. The administration of such program shall be handled by the Board of Education.

### **3003 Dues Deduction**

3003.1 The District agrees to deduct from the salaries of its employees dues for the Byron-Bergen Faculty Association as said unit member individually and voluntarily authorize the District to deduct, and to transmit the monies promptly to the local Association. Unit member's authorizations shall be submitted in writing on the form provided by the Association. The amount of the biweekly deductions shall appear on the authorized cards.

3003.2 Beginning in the 1988-89 school year:

1. It is agreed that the Byron-Bergen Faculty Association has the right to assess all unit members in the bargaining unit an agency fee.
2. The District will deduct the agency fee, as provided in the Taylor Law, from the paychecks of those members of the unit who do not have a dues deduction card on file, and transmit monies so deducted to the Association. Deduction and transmittal of the agency fee shall be done in the same manner as that of Association dues.

3003.3 The Association shall certify to the District in writing the current annual and biweekly rate of its membership dues and agency fee. If the rate of its membership dues changes, the Association shall give the District thirty (30) days notice prior to the effective date of such change.

3003.4 Deductions for dues and agency fee shall be made in twenty (20) equal payments, beginning with the second payroll of the school year.

3003.5 Dues deduction authorization shall be continuous until revoked in writing.

3003.6 The Association agrees to indemnify and save the Board of Education and Superintendent harmless against any and all claims, demands, suits and other forms of liability that might arise out of or by reason of any action taken or not taken in respect to the deduction of dues and agency fees pursuant to this article.

- 3004 The employer shall check off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the bargaining unit. Such signed authorization may be continued at the end of its term upon written notice of the employee to the employer. The employer shall remit to the NYSUT Benefit Trust the payments deducted, and shall furnish the Plan and the bargaining unit with a list of all employees from whose salary such deductions have been made.

### **ARTICLE 31 – HEALTH INSURANCE**

- 3101 The District will provide each full time employee the Genesee Area Health Care Plan with equal or better administering of the plan by Blue Cross and Blue Shield as in the past with North American Administrators. It will continue the dental rider for either single or family coverage as is applicable in each case. Part-time unit members working ½ time or more will be eligible to receive the full health insurance benefits as provided other unit members. Unit members reduced from full-time to less than half-time at the request of the District will be entitled to full paid health insurance for one (1) year.

Effective July 1, 2000, each unit member who is enrolled in the plan will make a ten percent (10%) contribution.

Effective July 1, 2005, each unit member who is enrolled in the plan will make a twelve percent (12%) contribution.

Effective July 1, 2006, each unit member who is enrolled in the plan will make a thirteen and one half percent (13.5%) contribution.

Effective July 1, 2007, each unit member who is enrolled in the plan will make a fifteen percent (15%) contribution.

- 3102 No correspondence or reports between the Insurance Administrator, BOCES or District will include employee or family members' names in association with claims or services rendered.
- 3103 The District will maintain its dental coverage under the terms of the Byron-Bergen Dental Plan.
- 3104 Vision care. Any staff member who wishes can elect to obtain the Genesee Area Health Care single or family vision care options at their own expense. The District will allow payroll deductions.
- 3105 The District will maintain a Section 125 Flexible Spending Plan paying both the start up and administrative fee costs so long as the cost of such administration shall not exceed the resultant FICA and other savings from pre-tax deduction.



3106 There shall be provided a buy out option of \$1000 per family (\$800 per single if applicable) per year for unit members who are currently enrolled, or eligible to enroll, in the health insurance program and who choose not to enroll. In a case where the District employs a unit member and spouse, the unit member or spouse may enroll in the health care program, however, the unit member is not eligible for the buyout if the spouse enrolls in the health care program. Unit members are to be permitted to re-enroll upon change in circumstances whereby they are no longer covered under other insurance or where such coverage has been discontinued. Unit member may also change their election during an open enrollment period.

3106.1 A unit member may also elect to maintain just medical coverage while opting out of the dental and/or prescription riders. A unit member that opts out of either or both riders will receive a stipend equal to the employee contribution for the applicable school year per Article 3101. Membership rules for the applicable riders must be followed.

3107 There shall be no change in co-pay or deductible provisions etc. of the plan without negotiation between the parties. Nonprescription co-pays and deductibles can be increased to the following amounts without the need for negotiations if such an increase is made by the Genesee Area Healthcare Plan:

Effective in the 2005-2006 school year: a maximum of \$15.00 per office visit.

Effective in the 2006-2007 school year: a maximum of \$20.00 per office visit.

Effective in the 2007-2008 school year: a maximum of \$25.00 per office visit.

The \$25.00 maximum will not be further increased without a negotiated collective bargaining agreement.

### 3108 Prescription Drugs

3108.1 The District's current health care plan provides for a \$5 employee co-pay per prescription for Tier I generic drugs, a \$10 employee co-pay per prescription for Tier II brand name preferred drugs, and a \$25 employee co-pay per prescription for Tier III non-preferred drugs when filled through retail.

The mail order co-pays for the employee are \$10 for a Tier I (generic drug) per prescription, a \$25 co-pay for Tier II (brand name preferred drugs) per prescription, and a \$50 co-pay for Tier III non-preferred drugs per prescription when filled through mail order.

3108.2 Reimbursement for the difference between previous co-pay amounts and current co-pay amounts will be made available through July 31, 2005. This reimbursement will be for all prescriptions purchased up to June 30, 2005. These reimbursement amounts are stated on the reimbursement form available in the District's Business Office.

3108.3 The plan will provide for a one (1) month supply at the employee co-pay rate per prescription for retail as listed above.

The plan will now provide for a 105-day supply of prescription drugs to be filled by mail order at one co-pay per prescription. A unit member may now, and in the future, use either method of filling scripts; however, the mail order method results in the payment of less employee co-payments over the course of time and both the District and the Association highly recommend this method of filling prescriptions.

### **ARTICLE 32 – HOURS OF PREPARATION**

- 3201 The District will consider all hours of preparation and years of experience at the time of initial employment.
- 3202 Following employment, additional hours for salary compensation will be subject to the approval of the District and shall conform to State Education Law description. The effective date for salary purposes will be present procedures upon receipt of written evidence of claimed hours. (It is suggested that the unit members, especially probationary unit members, consult with their administrator concerning plans for additional hours.)

### **ARTICLE 33 – IN-SERVICE CREDIT (See also §3606)**

- 3301 The encouragement of professional advancement of unit members within the school system through in-service training is important to educational programs.
- 3302 Unit members shall complete a Compensation Request form – graduate hours/in-service credit hours and submit it to the Superintendent for approval. To obtain credit during the first semester, this form must be received by the Superintendent within eight (8) weeks of the beginning of the first semester. Hours will be compensated over the remaining bi-weekly payrolls. To obtain half (½) credit in the second semester, this form must be received by the Superintendent within eight (8) weeks after the beginning of the second semester. Hours will be compensated over the remaining bi-weekly payrolls (full credit will be given in future school years).
- 3303 Credit for in-service work and remuneration for same shall be determined as follows:
  - 3303.1 The in-service programs sponsored by and offered at Byron-Bergen Central School shall be planned and directed by the administration with input from the unit members. The administration shall determine the content, class requirements, number of sessions, the length of each session and the number of credit hours to be given.
  - 3303.2 Remuneration in hours of credit is given to professional staff for the successful completion of course designed to improve the educational program of the school.
  - 3303.3 Fifteen (15) hours of approved in-service education will entitle a person to one in-service credit hour. In case of any specified in-service program, all requirements of such programs must be completed satisfactorily if credit hours are to be earned.
  - 3303.4 There will be no remuneration for in-service credit for courses taken prior to July 1, 1968.

3303.5 In-service credit may also be granted for approved in-service programs or courses which are other than locally directed or sponsored. The criteria for determining the amount of such credits will be the same as that defined above.

#### **ARTICLE 34 – TUITION WAIVER**

3401 A tuition waiver may be transferred with the approval of the Superintendent and the unit member to whom the waiver is granted.

#### **ARTICLE 35 – EARLY RETIREMENT INCENTIVE**

3501 The early retirement incentive will be as follows:

3501.1 This incentive is open to each unit member who has fifteen (15) or more actual or credited years of service with the District at the time of the effective date of retirement.

3501.2 This retirement incentive is to be effective beginning July 1, 2005.

3501.3 This early retirement incentive is not available to any unit member who takes a statewide early retirement incentive for employees of school districts.

3501.4 The unit member must terminate his or her employment not later than June 30<sup>th</sup> following the unit member's first date of eligibility for service retirement benefits without reduction and without penalty from the New York State Teachers' Retirement System (TRS)/Employee Retirement System (ERS) under the terms and conditions of their respective tier.

3501.5 The unit member is responsible for knowing when is the first day that s/he will be eligible for service retirement benefit without reduction and without penalty under the terms of the NYS Teachers' Retirement System (TRS) or Employee Retirement System (ERS).

3501.6 The unit member may opt for one of the following Local Early Retirement Incentive Programs and inform the District, in writing, of their choice of program by the dates outlined in each program [unit members whose first day of eligibility for a TRS/ERS normal service retirement without reduction and without penalty is between July 1 and August 31 shall have the option of electing the following retirement incentives on the day they are first eligible or by June 30 of the succeeding school year]:

3501.61 Two-Year Program Year of Election. The “year of election” is that period of time that is at least two (2) years prior to, but not more than three (3) years prior to the first date of eligibility for a TRS/ERS normal service retirement without reduction and without penalty. Stated another way, a unit member will be eligible to elect the early retirement incentive only during his/her year of election; i.e., for that period of time at least two (2) years prior, but not more than three (3) years prior, to the first date of attaining eligibility to retire under the TRS/ERS normal service retirement without reduction or penalty. The failure to provide this written notice during the time period specified as the two year program year of election will make the unit member ineligible for the early retirement incentive under this program.

Example: If a unit member is eligible for a TRS/ERS normal service retirement without reduction and without penalty on March 15, 2010, and they want to retire on June 30, 2010, the unit member must inform the District, in writing, by no later than June 30, 2008, that the unit member wants the two-year retirement incentive and must also submit a letter of resignation for retirement purposes by that date.

3501.62 One-Year Program Year of Election. The “year of election” is that period of time that is at least one (1) year prior to, but not more than two (2) years prior to the first date of eligibility for a TRS/ERS normal service retirement without reduction and without penalty. Stated another way, a unit member will be eligible to elect the early retirement incentive only during his/her year of election, i.e. for that period of time at least one (1) year prior to the first date of attaining eligibility to retire under the TRS/ERS normal service retirement without reduction or penalty. The failure to provide this written notice during the time period specified as the one year program year of election will make the unit member ineligible for the early retirement incentive under this program.

Example: If a unit member is eligible for a TRS/ERS normal service retirement without reduction and without penalty on November 22, 2010, and they want to retire on that date, the unit member must inform the District, in writing, by no later than November 22, 2009, that the unit member wants the one-year retirement incentive and must also submit a letter of resignation for retirement purposes by that date.

3501.63 Lump Sum Program Year of Election. The “year of election” is that period of time that is at least four (4) months prior to the last day of work, but not more than one (1) year prior to the first date of eligibility for a TRS/ERS normal service retirement without reduction and without penalty.

Example: If a unit member is eligible for a TRS/ERS normal service retirement without reduction and without penalty on June 30, 2011, the unit member must inform the District, in writing, by no later than February 28, 2011, that the unit member wants the lump sum retirement incentive and must also submit a letter of resignation for retirement purposes by that date.

3501.7 The notice to the District of the program selection of the unit member is to be accompanied by an irrevocable letter of resignation for retirement purposes to the Clerk of the Board of Education detailing the date of departure, which is to be not later than the date that is specified in that program description. The resignation for retirement purposes may only be canceled if the unit member's spouse dies after the time the election to participate has been made and the unit member submits a request for cancellation of this incentive by written notice to the Clerk of the Board of Education.

#### 3501.8 Payment of Money.

- 3501.81      Upon acceptance of the resignation in the two (2) year program, the District will increase the base salary of the unit member by \$6,000 (six thousand dollars) in the next to last year of employment immediately following the election to resign for retirement purposes. The effect of this payment is to increase the salary of the unit member by \$6,000 (six thousand dollars) for each of the last two (2) years of employment for a total increase of \$12,000 (twelve thousand dollars). This payment shall continue for this two (2) year period providing the unit member remains employed by the District.
- 3501.82      Upon acceptance of the resignation in the one (1) year program, the District will increase the base salary of the unit member by \$12,000 (twelve thousand dollars) in the last year of employment immediately following the election to resign for retirement purposes. This payment shall continue for this school year period providing the unit member remains employed by the District.
- 3501.83      Upon acceptance of the resignation in the lump sum program, the District will provide a lump sum payment of \$12,000 (twelve thousand dollars) within the calendar year in the month of July or December, whichever comes first, following the effective date of retirement.

- 3501.84 Cancellation of Incentive. Should the unit member's spouse die during the period of time when the monetary portion of the retirement incentive is being paid, but at a time prior to the actual date of retirement, the unit member may, upon written notice delivered to the Clerk of the Board of Education, cancel his/her election to take part in the retirement incentive. The unit member will then repay the amount of the incentive over that period of time during which s/he has received the incentive. For example, if the unit member's spouse dies and s/he has received the incentive over twelve (12) pay periods, then the pay back will be accomplished over the next twelve (12) pay periods.
- 3501.9 For unit members who are .5 FTE or less, the payment will be prorated in accordance with the percentage of 1 FTE that the unit member worked at the time of the election.
- 3501.10 In case of the disability of the unit member during the period of payment of the incentive, and where the unit member is on an unpaid leave of absence, the unit member shall be allowed to retain that amount of incentive that has been already paid, but any further payment of the incentive will be suspended. If the disability ceases and the unit member comes back to work, the incentive will be reinstated until the completion of time necessary to fulfill the year of election program selected by the unit member.
- 3501.11 In case of the death of a unit member during the payment phase of the incentive, no further payments will be made.
- 3501.12 If New York State makes a statewide early retirement incentive available to employees of school districts and if said statewide early retirement incentive is adopted by the Board of Education and the statewide incentive is offered by the District to members of the unit represented by the Association, then in that case, a unit member will be allowed to cancel the Article 35 Local Incentive Program and may take advantage of the statewide early retirement incentive if and only if the unit member has not yet received any cash payment from the local incentive. The unit member may take advantage of the statewide early retirement even if the unit member has already elected a local incentive as long as the unit member is still an active employee of the District and if the unit member has not yet received any cash payment from the local incentive. In order to take the statewide early retirement incentive, the unit employee must notify the District, in writing, that he/she will opt out of the local incentive.
- 3501.13 Accumulated Leave Component. On the day just prior to the effective date of the unit member's retirement, the District agrees to credit the unit member with the value of the total of the unit member's unused accumulated leave days which credit may be used by the District in purchasing health insurance for the retired unit member until such time as the value credited is exhausted. The value of this credit will be determined by dividing the unit member's base salary, plus any applicable graduate hours, Master's Degree stipend and Master's plus 30 stipend on the day prior to retirement by 180 and multiplying the result by the number of the member's accumulated unused leave days. The unit member at the time of retirement will be given the option to choose a plan

from those that are being offered by the District. These terms apply to the two-year program, the one-year program, the lump sum program and, if offered by the Board of Education, a New York State early retirement incentive program. The accumulated leave component will not be available to new unit members hired after July 1, 2005.

- 3501.14 In the event that a retired unit member dies prior to exhaustion of the sum of money available for his/her health insurance from conversion monies, the amount then remaining shall be credited to the member's surviving spouse for the purchase of District health insurance if the spouse was covered at the date of the retired unit member's death.

### **ARTICLE 36 – COMPENSATION**

#### **3601 Salary**

- 3601.1 Teachers hired and granted credit for prior experience shall be compensated at the same rate as teachers in the District with the same amount of credited experience and graduate credit hours.

- 3601.2 Hours for unit members employed prior to June 30, 1997 shall be paid as follows:

All graduate credit hours earned beyond the Bachelor's degree, up to the achievement of Bachelor's degree plus ninety (90) hours or Master's degree plus sixty (60) hours will be compensated at the rate of \$38.00 per hour.

All hours beyond a Master's degree, up to the achievement of a Master's degree plus sixty (60) hours for those employed after June 30, 1997 shall be paid at \$38.00 per hour.

- 3601.3 Beginning July 1, 2005, all Byron-Bergen CSD tenured unit members who have earned a Master's degree shall receive \$600.00.

- 3601.4 A teacher who has a Master's degree plus thirty (30) hours of graduate work shall receive \$800.00.

- 3601.5 When deemed appropriate, amounts beyond those set forth herein may be granted. Any such additional amount shall require recommendation of the administration and the approval of the Board of Education.

#### **3602 Salary Schedule – See attached schedule Appendix A**

- 3602.1 This salary schedule reflects basic salaries exclusive of graduate credit hours earned, Masters and Masters plus thirty (30) hour differentials. The intent of this schedule is to indicate movement on a year to year basis of teacher salaries. When hired, the teachers will be placed on a step of the salary schedule. Thereafter, all teachers will move one (1) step on the schedule at the conclusion of each school year, effective July 1.

- 3602.2 No unit member will be docked salary without consultation.

3602.3 Longevity. Each unit member who begins his/her 28<sup>th</sup> year of actual service with the District will receive a one-time payment of one thousand dollars (\$1,000.00) to be distributed in the unit member's paychecks over the 28<sup>th</sup> year of service and every year of service thereafter.

3603 Each returning unit member in the title of school nurse is to receive the same percent increase in salary per year as those negotiated for the entire bargaining unit for the length of the contract.

3604 When appointed, a school nurse will be paid an annual stipend of one thousand dollars (\$1,000.00) for being the infection control officer.



<b>Contract Number</b>	<b>Title</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
3603.1	Talent Show - Elem	\$113	\$117	\$121	\$126
	Talent Show - H/S	\$113	\$117	\$121	\$126
3603.2	Newspaper/Sting (8 max)	\$113/issue	\$117/issue	\$121/issue	\$126/issue
3603.3	Inter Sch Arts	\$113/issue	\$117/issue	\$121/issue	\$126/issue
3603.4	Solo Festivals				
	Middle School	\$113	\$117	\$121	\$126
	NYSSMA	\$113	\$117	\$121	\$126
	County - Instrumental	\$113	\$117	\$121	\$126
	County - Vocal	\$113	\$117	\$121	\$126
3603.5	All County Band 5/6	\$143	\$148	\$154	\$160
	All County Chorus 7/8	\$143	\$148	\$154	\$160
	All County Chorus 5/6	\$143	\$148	\$154	\$160
	All County Chorus HS	\$143	\$148	\$154	\$160
	All County Band HS	\$143	\$148	\$154	\$160
	All County Band 7/8	\$143	\$148	\$154	\$160
	If Students qualify for All State	\$143	\$148	\$154	\$160
3603.6	Elem Yearbook	\$378	\$392	\$407	\$423
3603.7	Grade 4 Chorus	\$199	\$207	\$214	\$223
	Grade 4 Band	\$199	\$207	\$214	\$223
3603.8	NHS - JH	\$302	\$313	\$325	\$338
3603.9	HS Spanish	\$266	\$276	\$287	\$297
3603.10	MS Language	\$266	\$276	\$287	\$297
3603.11	HS French	\$266	\$276	\$287	\$297
3603.12	SADD	\$229	\$238	\$247	\$257
3603.13	Social Studies Travel	\$217	\$225	\$234	\$243
3603.14	Archery Club	\$249	\$258	\$268	\$278
3603.15	Class Advisors				
	Grade 5	\$428	\$444	\$461	\$479
	Grade 6	\$428	\$444	\$461	\$479
	Grade 7	\$428	\$444	\$461	\$479
	Grade 8	\$444	\$461	\$478	\$498
	Grade 9	\$444	\$461	\$478	\$498
	Grade 10	\$444	\$461	\$478	\$498
	Grade 11	\$500	\$519	\$539	\$560
3603.16	NHS - SH	\$428	\$444	\$461	\$479
3603.17	Literary Journal (2 Max)	\$149/issue	\$155/issue	\$161/issue	\$167/issue
3603.18	Scholastic Bowl/Brain (MS or HS)	\$72/round	\$75/round	\$78/round	\$81/round
3603.19	FTA	\$256	\$266	\$276	\$287
3603.20	Mock Trial	\$785	\$815	\$846	\$879
3603.21	Rocket Club				
3603.22	AFS/International Club	\$428	\$444	\$461	\$479
3603.23	Ski Club	\$72/event	\$75/event	\$78/event	\$81/event
3603.24	Marching Band	\$235/event	\$244/event	\$253/event	\$263/event

<b>Contract Number</b>	<b>Title</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
3603.25	Odyssey of the Mind	\$284	\$295	\$306	\$318
3603.26	Science Fair Coordinator	\$215	\$223	\$231	\$240
3603.27	7th Art Honors – ½ year	\$215	\$223	\$231	\$240
3603.28	8th Art Honors – ½ year	\$215	\$223	\$231	\$240
3603.29	Math League - HS	\$215	\$223	\$231	\$240
3603.30	HS Yearbook (1 period per day)	\$1,426	\$1,480	\$1,536	\$1,596
3603.31	HS Art Club	\$573	\$595	\$618	\$642
3603.32	HS Student Council	\$1,284	\$1,333	\$1,384	\$1,438
3603.33	Senior Class Advisor	\$1,568	\$1,628	\$1,690	\$1,756
3603.34	Assistant Play Director	\$499	\$518	\$538	\$559
3603.35	Musical Staff	\$5,279	\$5,480	\$5,688	\$5,910
3603.351	This is the total staff amount – Positions and stipends decided by S & D*.				
3603.36	Oratorical Advisor	\$266	\$276	\$286	\$297
3603.37	Jr. Achievement	\$572	\$594	\$617	\$641
3603.38	MS Math League	\$266	\$276	\$286	\$297
3603.39	MS Yearbook	\$662	\$687	\$713	\$741
3603.40	MS Student Council	\$1,284	\$1,333	\$1,384	\$1,438
3603.41	Page Turners 5/6	\$72/event	\$75/event	\$78/event	\$81/event
3603.42	Page Turners 7/8	\$72/event	\$75/event	\$78/event	\$81/event
3603.43	MS Computer Club	\$13.50/sess.	\$14/session	\$14.50/sess.	\$15/session
3603.44	MS Technology Club	\$13.50/sess.	\$14/session	\$14.50/sess.	\$15/session
3603.45	MS Art Club	\$266	\$276	\$286	\$297
3603.46	MS Library Club	\$13.50/sess.	\$14/session	\$14.50/sess.	\$15/session
3603.47	Kids/Community 5/8	\$1,071	\$1,071	\$1,071	\$1,071
3603.48	Kids/Community 9/12	\$1,071	\$1,071	\$1,071	\$1,071
3603.49	Strategic Games	\$13.50/sess.	\$14/session	\$14.50/sess.	\$15/session
3603.50	Singing Silhouettes	\$111/event	\$115/event	\$119/event	\$124/event
3603.51	Color Guard Advisor	\$111/event	\$115/event	\$119/event	\$124/event
3603.52	English Competition	\$72/event	\$75/event	\$78/event	\$81/event
3603.53	Intramural Coordinator	\$45/event	\$47/event	\$49/event	\$51/event
3603.54	Intramural Coach	\$13.50/sess.	\$14/session	\$14.50/sess.	\$15/session
3603.55	BEA Liaison	\$1,835	\$1,905	\$1,977	\$2,054
3603.56	Writers in the Schools & Authors	\$111	\$115	\$119	\$124
3603.57	Shared Assembly & Tickets	\$111	\$115	\$119	\$124
3603.58	Academic Challenge Bowl	\$72/event	\$75/event	\$78/event	\$81/event
3603.59	Science Olympiad	\$284	\$295	\$306	\$318
3603.60	TESA or TSA	\$266	\$276	\$280	\$291
3603.61	Drama Club	\$750	\$779	\$808	\$840

\*S=Staff, D=District

For all positions for which compensation is based on event, session, or issue, the number of these must be approved in advance by the Superintendent or his/her designee. If a group or activity is approved to continue in a competition or event, extra compensation will be allowed for the continuation of the competition or event.

DISTRICT AUTHORIZED DUTY-COMPENSATION DUTY

3604.1	High/Middle School Activity Treasurer	
	2004-05	\$1,272
	2005-06	\$1,320
	2006-07	\$1,370
	2007-08	\$1,423
3604.2	Elementary School Safety Patrol/Dismissal	
	2004-05	\$571
	2005-06	\$593
	2006-07	\$615
	2007-08	\$639
3604.3	Detention Study Hall	
	2004-05	\$16.00/hr. or session
	2005-06	\$16.70/hr. or session
	2006-07	\$17.30/hr. or session
	2007-08	\$18.00/hr. or session
3604.4	Coordinators – ELA, science, music, art, social studies, physical education, reading, math, LOTE, occupational education, counseling, health, and special education (computer deleted)	
	2004-05	\$1,920 per coordinator
	2005-06	\$1,993 per coordinator
	2006-07	\$2,069 per coordinator
	2007-08	\$2,150 per coordinator
3604.5	Grade Level Team Leader (9)	
	2004-05	\$1,038
	2005-06	\$1,077
	2006-07	\$1,118
	2007-08	\$1,162
3604.6	After School Activity Supervision	
	2004-05	\$13.50/hr. or session
	2005-06	\$14.00/hr. or session
	2006-07	\$14.50/hr. or session
	2007-08	\$15.00/hr. or session
3604.7	Mentors	
	Assignments to first year probationary teacher, payments to the teacher assigned as mentor as follows:	
	2004-05	\$1,038
	2005-06	\$1,077
	2006-07	\$1,118
	2007-08	\$1,162

Assignments to second year probationary teacher, payments to the teacher assigned as mentor as follows:

2004-05	\$519
2005-06	\$539
2006-07	\$559
2007-08	\$581

If the Superintendent, at his discretion, assigns a mentor to a final year probationary teacher (or the second year of a two (2) year probationary period who has attained tenure elsewhere in New York State) the following payments will be made to the teacher assigned as a mentor:

2004-05	\$260
2005-06	\$269
2006-07	\$280
2007-08	\$291

Upon accepting the request of a building-level administrator for additional mentor services for a teacher in the final year of probation, the Superintendent, at his discretion, may approve an increase in this amount up to a total of:

2004-05	\$519
2005-06	\$539
2006-07	\$559
2007-08	\$581

- 3604.8 A preceptor (mentor) who is a school nurse will be assigned to any newly hired school nurse during the first year of employment. The preceptor will be assigned by the Superintendent or his/her designee. The duties of the preceptor are to assist the new nurse on procedures, school policies, schedules, and practices used in the school by medical professionals. The preceptor will receive a stipend of \$500.00.

### 3605 COACHING COMPENSATION

#### 3605.1 Byron-Bergen Faculty and Staff Coaches Weekly Wage

Coaching Level	Year	1-2	3-4	5-6	7-9	10-14	15-up
Varsity	04-05	\$267	\$279	\$292	\$306	\$319	\$332
Junior Varsity	04-05	\$195	\$209	\$228	\$247	\$273	\$299
Modified	04-05	\$163	\$182	\$195	\$209	\$214	\$221
Asst. Golf	04-05	\$39	\$52	\$65	\$78	\$90	\$104
Cheerleading	04-05	\$124	\$136	\$143	\$156	\$169	\$175
Cheerleading JV & V	04-05	\$163	\$182	\$195	\$209	\$214	\$221

Coaching Level	Year	1-2	3-4	5-6	7-9	10-14	15-up
Varsity	05-06	\$277	\$290	\$303	\$318	\$331	\$345
Junior Varsity	05-06	\$202	\$217	\$237	\$256	\$283	\$310
Modified	05-06	\$169	\$189	\$202	\$217	\$222	\$229
Asst. Golf	05-06	\$40	\$54	\$67	\$81	\$93	\$108
Cheerleading	05-06	\$129	\$141	\$148	\$162	\$175	\$182
Cheerleading JV & V	05-06	\$169	\$189	\$202	\$217	\$222	\$229

Coaching Level	Year	1-2	3-4	5-6	7-9	10-14	15-up
Varsity	06-07	\$288	\$301	\$315	\$330	\$344	\$358
Junior Varsity	06-07	\$210	\$225	\$246	\$266	\$294	\$322
Modified	06-07	\$175	\$196	\$210	\$225	\$230	\$238
Asst. Golf	06-07	\$42	\$56	\$70	\$84	\$97	\$112
Cheerleading	06-07	\$134	\$146	\$154	\$168	\$182	\$189
Cheerleading JV & V	06-07	\$175	\$196	\$210	\$225	\$230	\$238

Coaching Level	Year	1-2	3-4	5-6	7-9	10-14	15-up
Varsity	07-08	\$299	\$313	\$327	\$343	\$357	\$372
Junior Varsity	07-08	\$218	\$234	\$256	\$276	\$305	\$335
Modified	07-08	\$182	\$204	\$218	\$234	\$239	\$247
Asst. Golf	07-08	\$44	\$58	\$73	\$87	\$101	\$116
Cheerleading	07-08	\$139	\$152	\$160	\$175	\$189	\$196
Cheerleading JV & V	07-08	\$183	\$204	\$218	\$234	\$239	\$247

\*The cheerleading wages can be pro-rated based on the actual number of days per week (if less than 5 days per week) the Cheerleading Advisor and District Superintendent agree.

3605.2 All coaches who are faculty or staff members of Byron-Bergen School District will be placed on the appropriate accompanying schedule according to their years of experience in the district with that activity. The amounts on each schedule represent the weekly reimbursement for each full or part week worked. For sectionals, coaches will be paid on a per day basis.

3605.3 The length of each season shall be determined by the Athletic Director, administration and coach of that sport or activity.

3605.4 The number of coaches in each sport or activity will be determined by the Athletic Director and administration.

3605.5 New coaches in every sport may be placed in the appropriate schedule on a step mutually agreeable to the District, Athletic Director and coach.

3605.6 The Athletic Director, with the approval of the Superintendent, can determine one assistant coach to assist the varsity coach of a sectional team.

- 3605.61 Compensation will be at a daily rate of the appointed coach's weekly salary.
- 3605.62 The appointed assistant coach can be any coach with experience in the sport involved in sectional play.
- 3605.63 If sectional play and the regular season play occur during the same week, the sectional practices and game(s) will be compensated at a daily rate.
- 3605.64 The daily rate for sectional pay will be arrived at by dividing that coach's weekly rate by 5.

SECTION FOR IN-SERVICE WORK

in-service work - as mutually agreed by teacher and

- 3605.61 Compensation will be at a daily rate of the appointed coach's weekly salary.
- 3605.62 The appointed assistant coach can be any coach with experience in the sport involved in sectional play.
- 3605.63 If sectional play and the regular season play occur during the same week, the sectional practices and game(s) will be compensated at a daily rate.
- 3605.64 The daily rate for sectional pay will be arrived at by dividing that coach's weekly rate by 5.

3606 COMPENSATION FOR IN-SERVICE WORK

3606.1 Approved summer curriculum work – as mutually agreed by teacher and administrator:

- a. Example: English Department – an hourly rate equal to that in Article 3607.2 for the first week and if additional time is needed, 15 hours of work will be equivalent to one (1) in-service credit.
- b. Two (2) in-service credits for the first week and one (1) in-service credit for each 15 hours beyond the first week.

3607 SUPERVISION AND CHAPERONES

- 3607.1 2004-05 rate of pay is \$12.00/hour  
2005-06 rate of pay is \$12.50/hour  
2006-07 rate of pay is \$13.00/hour  
2007-08 rate of pay is \$13.50/hour
- 3607.2 2004-05 rate of pay is \$20.75/hour  
2005-06 rate of pay is \$21.50/hour  
2006-07 rate of pay is \$22.50/hour  
2007-08 rate of pay is \$23.50/hour

3608 TRAVEL MILEAGE

3608.1 Teachers will be reimbursed for driving their own vehicles on school business approved by the administration at a rate equal to the allowance given on the Federal Income Tax return for the previous year. Payment shall also include tolls and parking fees.

3602 SALARY SCHEDULE - APPENDIX A

STEP	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	30,000	30,250	30,500	30,750	31,050	31,465
1.5	30,250	30,500	30,750	31,000	31,300	31,715
2	30,500	30,750	31,000	31,250	31,550	31,965
2.5	30,750	31,000	31,250	31,500	31,800	32,215
3	31,000	31,250	31,500	31,750	32,050	32,465
3.5	31,375	31,750	32,000	32,250	32,550	32,965
4	32,000	32,250	32,500	32,750	33,050	33,465
4.5	32,500	32,750	33,000	33,250	33,550	33,965
5	33,000	33,250	33,500	33,750	34,050	34,465
5.5	33,625	33,875	34,125	34,450	34,800	35,215
6	34,250	34,500	34,750	35,150	35,550	35,965
6.5	35,000	35,250	35,500	35,900	36,300	36,715
7	35,750	36,000	36,250	36,650	37,050	37,465
7.5	36,625	36,750	37,000	37,400	37,800	38,215
8	37,250	37,500	37,750	38,150	38,550	38,965
8.5	38,000	38,250	38,500	38,900	39,300	39,715
9	38,750	39,000	39,250	39,650	40,050	40,465
9.5	39,625	39,875	40,125	40,525	40,800	41,215
10	40,500	40,750	41,000	41,400	41,550	41,965
10.5	41,250	41,500	41,750	42,150	42,300	42,715
11	42,000	42,250	42,500	42,900	43,050	43,465
11.5	42,750	43,025	43,275	43,675	43,800	44,215
12	43,550	43,800	44,050	44,450	44,550	44,965
12.5	44,750	44,550	44,800	45,200	45,300	45,790
13	45,050	45,300	45,550	45,950	46,050	46,665
13.5	45,800	46,050	46,300	46,700	47,050	47,540
14	46,550	46,800	47,050	47,450	48,050	48,465
14.5	47,500	47,900	48,150	48,550	49,050	49,465
15	48,500	49,000	49,250	49,650	50,050	50,465
15.5	49,500	50,000	50,250	50,650	51,175	51,590
16	50,500	51,000	51,250	51,650	52,300	52,715
16.5	51,500	52,000	52,250	52,650	53,550	53,965
17	52,500	53,000	53,250	53,650	54,800	55,215
17.5	53,500	54,000	54,500	54,900	56,300	56,715
18	54,500	55,000	55,750	56,150	57,800	58,215
18.5	55,500	56,500	57,015	57,575	59,550	60,005
19	56,500	58,000	58,280	59,000	61,300	61,795
19.5	57,250	59,500	60,290	61,025	63,060	63,745
20	59,250	61,000	62,300	63,050	64,820	65,700
20.5	60,500	63,055	64,430	65,330	66,820	68,015
21	63,800	65,110	66,560	67,610	68,825	70,335



